

178658

SA  
ORS

**COMMISSION HEARING OFFICER DIRECTIVE**

ADMINISTRATIVE MATTERS ☐

DATE March 22, 2006

MOTOR CARRIER MATTERS ☐

DOCKET NO. 2003-273-E

UTILITIES MATTERS ☒

ORDER NO. N/A

**HEARING OFFICER: B. Randall Dong**

**DOCKET DESCRIPTION:**

Aiken Electric Cooperative, Inc., Complainant vs. South Carolina Electric & Gas Company (Territorial Assignment Dispute involving service to the Hunter Kinard Tyler School located in Orangeburg County, SC)

**ADMINISTRATIVE MATTER UNDER CONSIDERATION:**

(1) Motion of Aiken Electric Cooperative, Inc. to Amend Complaint, and (2) Motion of Aiken Electric Cooperative, Inc. to Strike Respondent's Amended Answer

**HEARING OFFICER ACTION:**

See Consent Order attached.

**BEFORE**  
**THE PUBLIC SERVICE COMMISSION OF**  
**SOUTH CAROLINA**

**DOCKET NO. 2003-273-E**

**March 22, 2006**

IN RE:	)	
	)	
Aiken Electric Cooperative, Inc.,	)	
	)	
Complainant,	)	<b>CONSENT ORDER</b>
	)	
vs.	)	
	)	
South Carolina Electric	)	
& Gas Company,	)	
	)	
Respondent.	)	
_____	)	

REC'D  
2006 MAR 23 PM 4:20  
SC PSC  
COMM. DIV.

On December 19, 2005, Aiken Electric Cooperative, Inc., ("Aiken Cooperative") through counsel, moved to amend its complaint in the above-captioned matter by adding additional claims relating to South Carolina Electric & Gas Company's ("SCE&G") provision of service to the Norfield Medical Clinic, in Orangeburg County, South Carolina.

By letter dated January 5, 2006, SCE&G indicated that it would oppose Aiken Cooperative's Motion to Amend Complaint, and by Memorandum in Opposition to Aiken Cooperative's Motion to Amend Complaint filed on January 18, 2006, SCE&G argued that the Motion to Amend Complaint should be denied.

On January 30, 2006, Aiken Cooperative filed a Motion to Strike Respondent's Amended Answer which had been filed pursuant to Rule 103-840 of the Commission's Rules of Practice and Procedure on or about October 19, 2005.

Having reached an agreement on Aiken Cooperative's Motion to Amend Complaint and Motion to Strike Respondent's Amended Answer, the parties offer this Consent Order in full and final resolution of these two pending motions.

First, without waiving any, but specifically preserving all, of its defenses including, without limitation, the defenses that the claims asserted in the Amended Complaint are time-barred, SCE&G agrees that Aiken Cooperative's Amended Complaint attached to its Motion to Amend Complaint shall be accepted for filing. SCE&G agrees to waive service of the Amended Complaint. Aiken Cooperative agrees that its Amended Complaint will not require additional discovery, and agrees that SCE&G shall have until March 30, 2006 to answer, move, or otherwise plead to the Amended Complaint. SCE&G and Aiken Cooperative further stipulate and agree that the Norfield Medical Clinic is wholly within 300 feet of SCE&G's 46kV line that serves the clinic and the Hunter-Kinard-Tyler School.

Second, Aiken Cooperative's Motion to Strike Respondent's Amended Answer is hereby withdrawn and SCE&G's Amended Answer is hereby accepted, along with all defenses and other information stated therein. By withdrawing its motion to strike, Aiken Electric does not waive and specifically preserves all legal and factual arguments Aiken Electric may have against the applicability of the affirmative defenses included in SCE&G's Amended Answer.

Now, therefore, based upon the consent of the parties as reflected by the signatures of their attorneys set forth below,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Amended Complaint filed by Aiken Cooperative is hereby accepted for filing as of December 19, 2005. All defenses available to SCE&G, including without limitation time bar defenses are specifically preserved and may be asserted by SCE&G in its sole discretion. No additional discovery shall be permitted as a result of the acceptance for filing of the Amended Complaint;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that SCE&G shall have until and through March 30, 2006 to answer, move or otherwise plead to Aiken Cooperative's Amended Complaint;

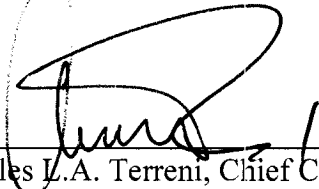
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that SCE&G's Amended Answer filed on or about October 19, 2005 is hereby accepted for filing. All legal and factual arguments Aiken Electric may have against the affirmative defenses articulated in SCE&G's Amended Answer are preserved and may be asserted and argued at Aiken Electric's discretion.

AND IT IS SO ORDERED.

THE PUBLIC SERVICE COMMISSION OF  
SOUTH CAROLINA

By:   
B. Randall Dong  
Hearing Officer

ATTEST:

  
Charles L.A. Terrenti, Chief Clerk and Administrator  
(SEAL)

WE CONSENT:

**Representing Aiken Electric  
Cooperative, Inc.**



Marcus A. Manos, Esquire  
J. David Black, Esquire  
NEXSEN PRUET JACOBS &  
POLLARD, LLC  
1441 Main Street, Suite 1500  
Post Office Drawer 2426  
Columbia, South Carolina 29202  
(803) 771-8900  
[mmanos@nexsenpruet.com](mailto:mmanos@nexsenpruet.com)  
[dblack@nexsenpruet.com](mailto:dblack@nexsenpruet.com)

WE CONSENT:

**Representing South Carolina Electric &  
Gas Company**



Mitchell Willoughby, Esquire  
Paige J. Gossett, Esquire  
Randolph R. Lowell, Esquire  
**Willoughby & Hoefer, P.A.**  
P.O. Box 8416  
1022 Calhoun Street, Suite 302  
Columbia, SC 29202-8416  
Phone: (803) 252-3300  
Fax: (803) 256-8062  
[mwilloughby@willoughbyhoefer.com](mailto:mwilloughby@willoughbyhoefer.com)  
[pgossett@willoughbyhoefer.com](mailto:pgossett@willoughbyhoefer.com)  
[rlowell@willoughbyhoefer.com](mailto:rlowell@willoughbyhoefer.com)

James B. Richardson, Jr., Esquire  
1229 Lincoln Street  
Columbia, South Carolina 29201  
(803) 799-9412  
[jbrcolumbia@aol.com](mailto:jbrcolumbia@aol.com)

Patricia Banks Morrison, Esquire  
**South Carolina Electric & Gas Company**  
1426 Main St., MC 130  
Columbia, South Carolina 29218  
(803) 217-7880  
[tmorrison@scana.com](mailto:tmorrison@scana.com)

March 20, 2006  
Columbia, South Carolina